IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE K.M.JOSEPH

TUESDAY, THE 31ST JULY 2007 / 9TH SRAVANA 1929

WP(C).No. 21383 of 2007(U)

PETITIONER:

M. ABDUL RAHIMAN, S/O. MOHAMMED,
SUHARA MANZIL, PERIYA ROAD, PANAYAL P.O.,
BAKEL VIA., KASARAGOD DISTRICT.

BY ADV. SRI.T.G.RAJENDRAN

RESPONDENTS:

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1. THE JOINT REGISTRAR OF CO-OPERATIVE SOCIETIES (GENERAL), KASARAGOD.

2. THE SALE OFFICER,
HOSDURG PRIMARY CO-OPERATIVE AGRICULTURAL & RURAL DEVELOPMENT BANK, KANHANGAD POST, KASARAGOD DISTRICT, REP. BY ITS SECRETARY.

3. RESERVE BANK OF INDIA,
REP. BY SR.MANAGER, ERNAKULAM.

R1 & R2 BY GOVERNMENT PLEADER (SMT. ANU SIVARAMAN)
R3 BY SRI.T.R.HARIKUMAR, SC.

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 31/07/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

K. M. JOSEPH, J.

W.P.C. NO. 21383 OF 2007 U

Dated this the 31st July, 2007

JUDGMENT

Petitioner has approached this Court seeking a writ of mandamus directing the respondents to grant relief under Ext.P5 to the petitioner and re-assess the loan in the light of the direction contained therein. Case of the petitioner, in brief, is as follows:

Petitioner availed a loan of Rs.2,76,600/= as agriculture loan from the respondent Bank during 1996 - 97. The respondent Bank proceeded for recovery of the loan. The property was sold and purchased by the Bank. Petitioner had approached this Court earlier as evident from ExtsP2 to P4. By Ext.P4 Judgment, this Court had directed the Bank to reconvey the property to the petitioner on condition that the petitioner deposits the amount on the basis of the Statement to be furnished by the Bank showing the amount payable by the

petitioner. Petitioner relies on Ext.P5 which is dated 18.10.2006. Thereunder, the Reserve Bank of India has announced Package of relief measures for the debt stressed farmers of 25 Districts in the States of Andhra Pradesh, Karnataka and Kerala. The property of the petitioner falls in Kasaragod District. Following the same, Ext.P6 Circular was also issued by the Kerala State Co-operative Agricultural And Rural Development Bank Ltd.on 17.11.2006. Petitioner has made Exts.P7 and P8 representations. According to the petitioner, the Bank is yet to serve a Statement. According to him, he need pay only the amount in terms of Ext.P5. On the other hand, learned counsel for the respondent Bank would point out that the petitioner cannot wriggle out of the terms of Ext.P4 Judgment. In fact, this is a case where the petitioner had earlier approached this Court and by Ext.P3 order, this Court had permitted the petitioner to pay the amounts stated therein, and the property was to be reconveyed. It is thereafter that W.P.(C) No.13512/06 was filed. This Court, in fact, took note of the

statement in Ext.P3 that under no circumstances further enlargement of time will be granted. This Court directed reconveyance in Ext.P4 on the basis of the conditions submitted by the counsel for the respondent Bank. A perusal of paragraphs 2, 3 and 4 of Ext.P4 Judgment would categorically show that the petitioner was amenable to pay the amount, paying interest at 9.25 per cent per annum. He had also to pay expenses towards stamp paper duty and registration charges. The Bank had agreed to pay interest at 9.25 per cent on the amount deposited by petitioner with the Bank. It was on the said terms that this Court decided to direct reconveyance. After Ext.P4 was passed, I feel that it is certainly not open to the petitioner to approach this Court with Ext.P5 and seek to re-open the matter which, as the learned counsel for the Bank points out, cannot be done in the facts of this case. This is a case where, on default, the petitioner was proceeded against, and the property was sold and the respondent Bank purchased the property. It is in such circumstances, that the petitioner is seeking the benefit of

Exts.P5 and P6. Counsel for the Bank points out Clause (2) of Ext.P6 which reads as follows:

> *"2. As per the package, the entire interest overdue on Agricultural loans outstanding with borrower as on 1/7/2006 will be waived off and at farmers with have no past interest burdens as on date so that they will be immediately eligible for fresh loans."*

2. I would think that whatever be the contentions of the petitioner, having obtained Ext.P4 Judgment, he is bound by the terms thereof, as long as it is final. He cannot be permitted to claim the benefit of Ext.P5, particularly having regard to the terms of Ext.P4 Judgment. In such circumstances, I find no merit in this Writ Petition and it is dismissed.

K. M. JOSEPH, JUDGE

kbk.